

A.G. CONTRACT NO. 81-676  
JPA-82-06

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF NOGALES  
MAINTENANCE AGREEMENT

THIS AGREEMENT, entered into pursuant to A.R.S. 11-951 through 11-954, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE," and the CITY OF NOGALES a municipal corporation, hereinafter called "CITY."

WHEREAS, the Director, Arizona Department of Transportation is empowered by A.R.S. 28-108 to enter into this Agreement, and has duly authorized the Assistant Director, Highways Division, to execute the same, said authorization being attached hereto and incorporated herein as Exhibit A;

WHEREAS, the CITY, acting by and through its duly elected governing body, has, pursuant to A.R.S. 9-672, by that certain resolution attached hereto and incorporated herein as Exhibit B, resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said CITY;

WHEREAS, it is to the mutual benefit of the STATE and the CITY to enter into an agreement specifying their respective construction and maintenance responsibilities concerning certain State highway routes which are encompassed within the CITY'S system of streets and which form necessary and convenient links in the State Highway System, which streets and highways are more particularly set forth and delineated upon the map attached hereto and incorporated herein as Exhibit C.

Portions of the State Highway System covered by this Agreement shall be

I-19, Nogales - Tucson Freeway  
(Begins at West Street north to Tucson)

I-19, Nogales - I-19 connection  
(Begins at Grand Ave., west on Crawford St., south on Sonoita Ave. to the old Truck Compound, west to West Street.

US-89, Nogales - Tucson Highway  
(Grand Ave. and Arroyo Blvd.)

SR-82, Nogales - Lowell Highway

NO.....764/
FILED WITH SECRETARY OF STATE
Date Filed.....2-17-82
<i>Rose Moffatt</i> Secretary of State

SR-189, Nogales Truck Compound Road  
(Truck Compound to I-19)

SR-189, Mariposa Road  
(I-19 to HWY US-89)

NOW, THEREFORE, the parties hereto mutually agree to the following:

1. Except as otherwise expressly provided in this Agreement, the STATE shall be responsible for the following maintenance and construction of betterments on those highways and streets delineated on Exhibit C.

- a. Construction of betterments, reconstruction or major maintenance of roadway, curbs, sidewalks, medians and channelization; and
- b. Bridges and drainage; and
- c. Guardrails and fences; and
- d. Transportation permits, such as overweight, overwidths and overheight as prescribed by law; and
- e. Permits for highway right-of-way encroachments and use; and
- f. Resurfacing, resealing, construction and replacement of roadways; and
- g. Furnish and maintain all traffic control signs (except street name and parking signs), and lane, crosswalk and initial parking striping. Electrical devices, including but not limited to traffic signals and intersection lighting, will be covered by separate agreement and will be governed by that agreement.

2. Except as otherwise expressly provided in this Agreement, the City, for routes

I-19, Nogales - I-19 Connection  
(Begins at Grand Ave, west on Crawford St.,  
South on Sonoita Ave. to the old Truck  
Compound, west to West ST.)

US-89, Nogales - Tucson Highway  
(Grand Ave. and Arroyo Blvd.)  
From International Boundary to Old North

City Limits Boundary (MP 1.69)

shall have responsibility for and provide:

- a. Routine maintenance (including sweeping, cleaning) of roadway surfaces, sidewalks, curbs; and
- b. Maintenance of landscaping (including water); provided that landscape maintenance covered by separate agreement will be by that agreement; and
- c. Street lighting and street lighting maintenance. Street or boulevard lighting may be installed only after approval of Permit Form 22-5101. Street lighting will be installed consistent with good engineering practice so as not to interfere with or obstruct any signal or other traffic device. Maintenance consists of all repairs and replacement of equipment and includes energy charges; and
- d. Parking striping (after initial installation); and
- e. Street name and parking signs.

and for routes

SR-82, Nogales - Lowell Highway

SR-189, Mariposa Road

shall have responsibility for and provide:

- f. Routine maintenance of sidewalk area and cleaning of sidewalks.

3. Upon the annexation of any area by the CITY which is traversed by any STATE highway, that length of such highway which is within the annexation boundaries shall become subject to the terms of this Agreement, and the CITY shall furnish the STATE a revised map indicating the portion or portions of STATE's highway affected, which map shall be incorporated herein as an amendment to this Agreement.

4. Those certain regulations captioned "Authorized Position of Advertising Signs Along State Highway Right-of-Way" attached hereto and incorporated herein as Exhibit "D" shall be adhered to by the CITY except, however, that the CITY may enforce more restrictive regulations if authorized by law.

5. The CITY shall, by appropriate policies of insurance or through self-insurance programs, provide full liability and property damage coverage on all employees engaged in performing those duties herein agreed to be performed by the CITY. Any such coverage shall include misfeasance, nonfeasance and malfeasance. The CITY will maintain the insurance for the period of this Agreement.

6. The CITY shall set aside sufficient funds to cover cost of fulfilling its responsibilities set forth in this Agreement.

7. As required by A.R.S. 28-641, the CITY shall comply with the Manual on Uniform Traffic Control Devices for Streets and Highways during all maintenance operations conducted by the CITY on State Highway Right-of-Way.

8. The terms, conditions and provisions of this Agreement shall remain in full force and effect for a period of five (5) years from the effective date unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law rule or regulation, either now enacted or which may be enacted in the future. This Agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date.

9. That this Agreement shall supersede all previous street maintenance agreements, except those agreements for traffic control devices, safety illumination and roadside development.

10. That all work performed under the provisions of this Agreement shall be performed in a manner satisfactory to the STATE.


11. That this Agreement shall be filed with the Secretary of the State and shall become effective on the date of such filing.

12. Attached here to are resolutions of the Department of Transportation (Exhibit A) and the CITY of NOGALES (Exhibit B) authorizing both entities to enter into this Agreement; and a written determination by the CITY Attorney of NOGALES (Exhibit B) that this Agreement is in proper form and within the powers and authority granted to the CITY of NOGALES under the laws of this State.

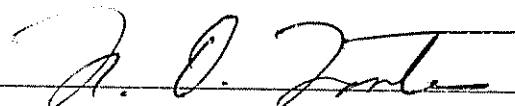
13. All parties are hereby put on notice that this contract (Agreement) is subject to cancellation by the Governor pursuant to Arizona Revised Statutes, Section 38-511.

IN WITNESS WHEREOF, the parties have executed this Agreement that date and year first written above.

STATE OF ARIZONA  
ARIZONA DEPARTMENT OF TRANSPORTATION

By:   
Title: Chief Deputy State Engineer

CITY OF NOGALES

By:   
Title: MAYOR

ATTEST:

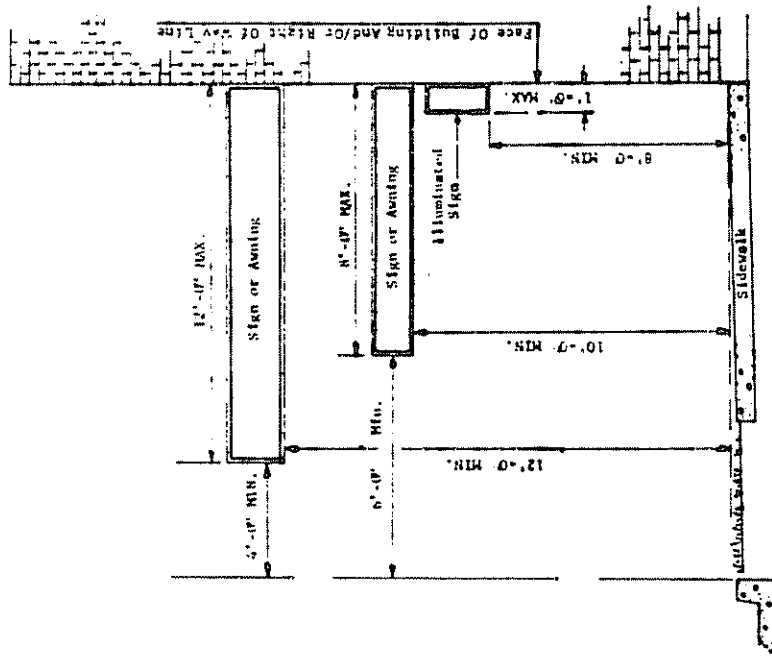


CITY CLERK



GENERAL NOTES

1. A permit is required for all encroaching overhanging signs and awnings. These signs and awnings are permitted in curbed urban sections for on premise advertising.
2. No advertising signs are allowed on any Interstate or Rural Highway rights of way. Signs on Frontage Roads within Highway R/W in urban areas are permitted by this standard.
3. Signs with words "Stop", "Slowdown", etc., or signs similar in shape or color to official traffic signs are not permitted.
4. Lengths of signs and awnings may vary as shown except where City or County ordinances provide smaller maximums.
5. Illuminated signs attached to a building facing the R/W are permitted as shown.
6. An outdoor advertising permit is required for off premise signs.
7. Ground supported or portable signs shall not be placed within any right of way area.



PERMIT NEEDED

ARIZONA  
DEPARTMENT OF TRANSPORTATION  
HIGHWAYS DIVISION  
STANDARD PLANS  
PERMIT REGULATIONS  
FOR SIGNS AND AWNINGS

Exhibit D

# STREET MAP OF NOGALES, ARIZONA

## ROADS:

Interstate Highway System



Federal Highway System



Arizona Highway System



Paved Street

Unpaved Street

## RAILROADS:

Standard Gauge, Single Track

Double or Multiple Track

## BOUNDARIES:

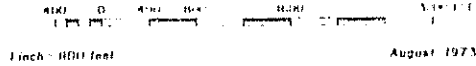
International

City Limits

## LANDMARKS:

CITY LIMITS

*Scale*  
SCALE 1:9,600



August 1973

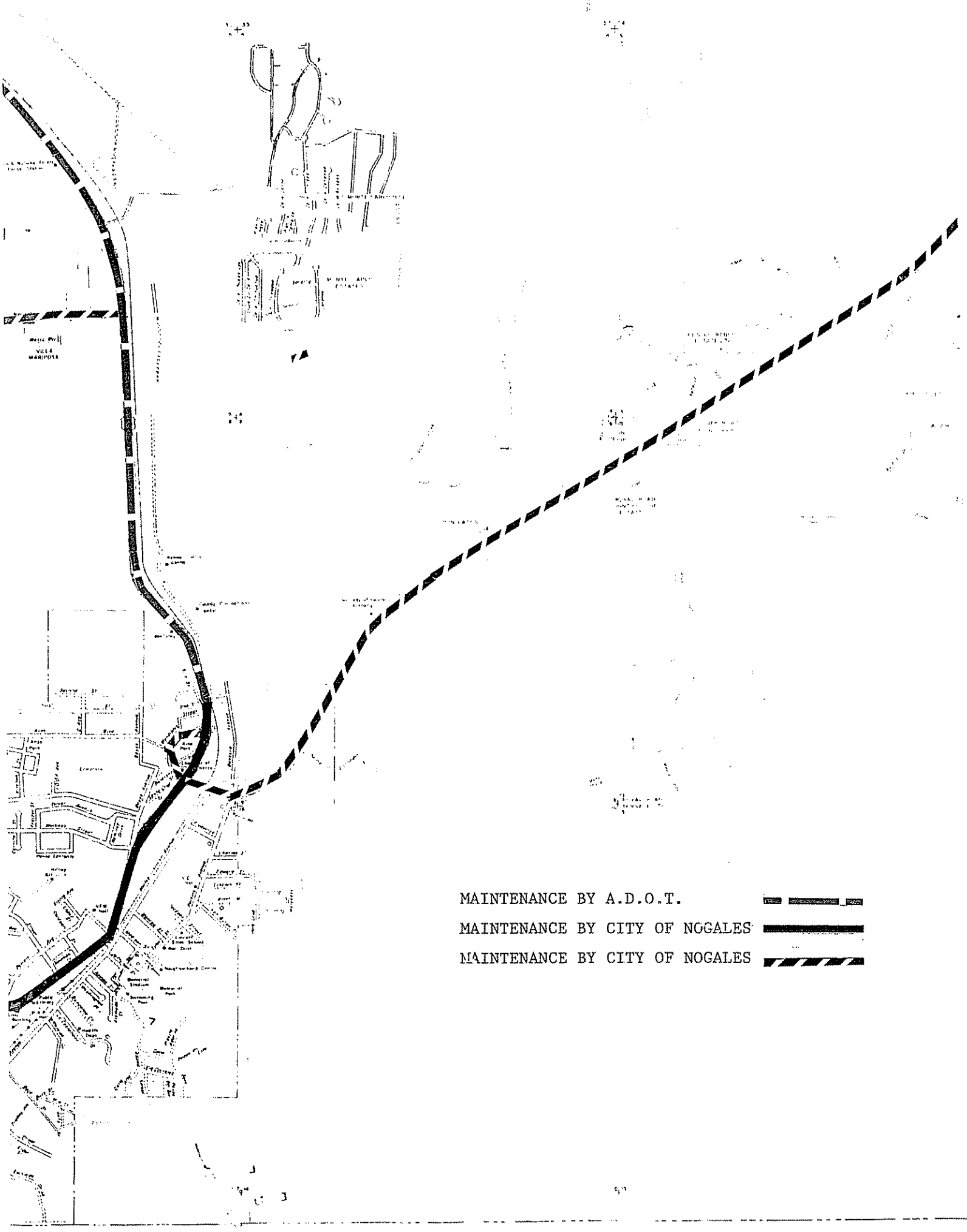
Revised by City of Nogales

August 1974

map no. 1005

Map prepared under the supervision of Richard W. Reeves, Department of Geography and Area Development, University of Arizona, Tucson. Cartography by Susan N. Meyer.  
Compiled in 1973 from aerial photography supplied by Arizona Highway Department and Cella, Barr, Evans and Associates, and from Nogales, 1:62,500, USGS, 1958; Nogales, 1:2,000, Wetland Engineering Company, 1930; Nogales, 1:4,000, Robert Lenon, 1962; Nogales, 1:6,000, John Smith Engineers, 1961; Nogales, 1:12,000, Gonzales Associates, 1970. Field checked during July, 1973.





MAINTENANCE BY A.D.O.T.

MAINTENANCE BY CITY OF NOGALES

MAINTENANCE BY CITY OF NOGALES





T 25 S

CITY LIMITS

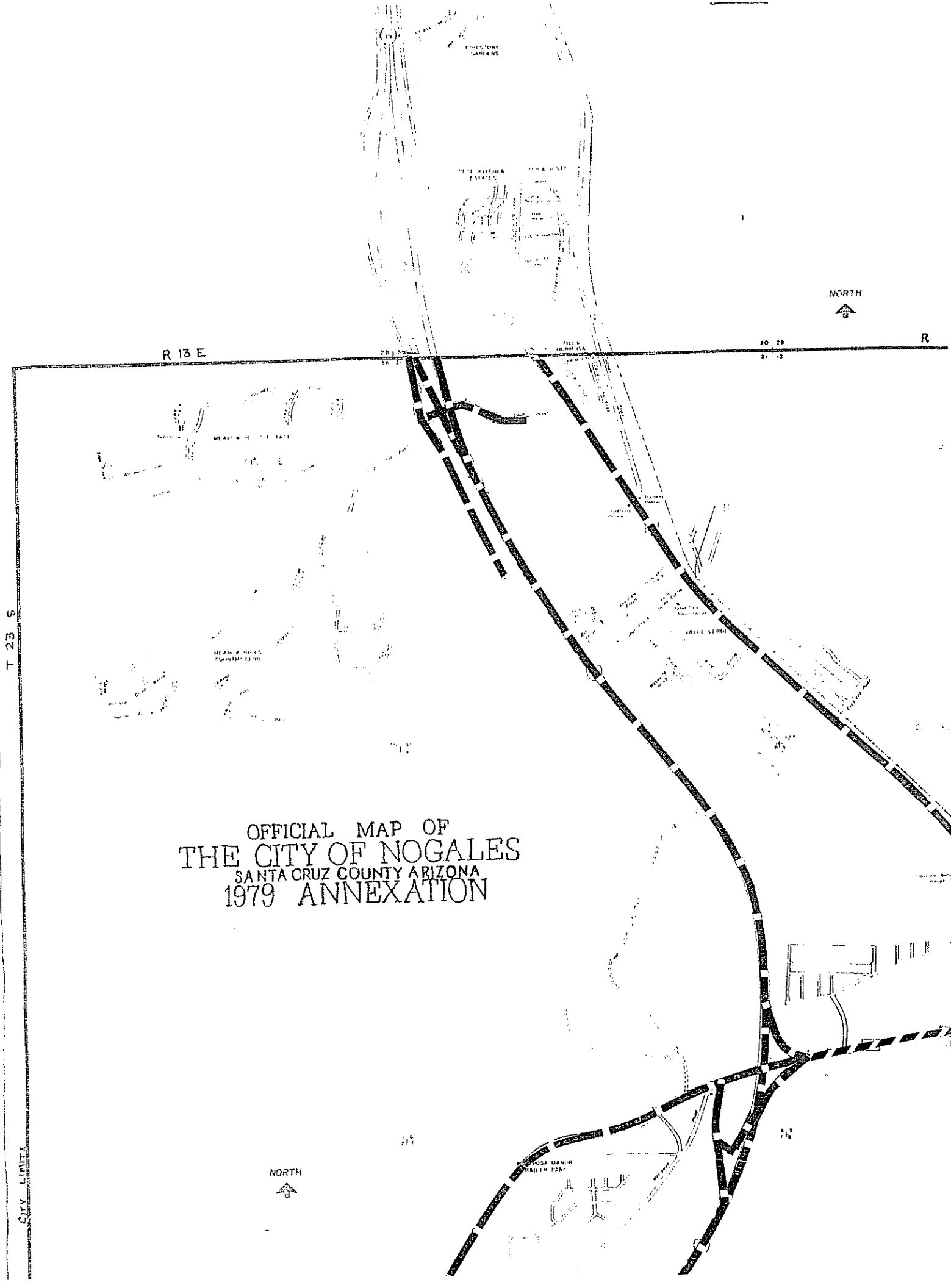
R 13 E

R

NORTH  
↑

OFFICIAL MAP OF  
THE CITY OF NOGALES  
SANTA CRUZ COUNTY ARIZONA  
1979 ANNEXATION

NORTH  
↑



# OFFICIAL MAP OF THE CITY OF NOGALES SANTA CRUZ COUNTY ARIZONA 1979 ANNEXATION

CITY LIMITS

T 24 S

NORTH  
↑

ROSA MARION  
HALLER PARK

100

100

NOGALES  
WEST  
LAS QUINTAS  
MANIPULOS

WIDE WING  
EAST TOWN

HARRISON  
ESTATES

HELSEY  
FERRAS

Wade W. Conner  
Junior High School

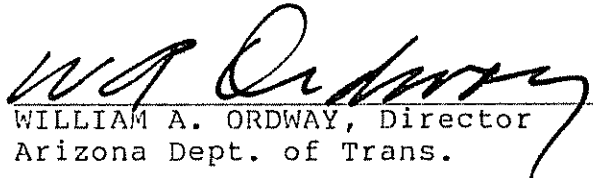
A. J. Mitchell  
Elementary School

Longway Public School  
Administration B

West St.  
South Ave  
Nogales

RESOLUTION

Be it resolved on this date, February 9, 1982 I, W. A. ORDWAY, the below undersigned Director, Department of Transportation, have determined that it is to be to the advantage of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, and the CITY OF NOGALES, enter into the Intergovernmental Agreement for the purpose of maintaining certain State Highway Routes which are encompassed within the CITY'S system of streets and which form necessary and convenient links in the State Highway System. I hereby authorize the Assistant Director, Highways Division, to execute said Agreement.

  
WILLIAM A. ORDWAY, Director  
Arizona Dept. of Trans.

RESOLUTION NO. B-42

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF NOGALES, ARIZONA DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED "INTERGOVERNMENTAL AGREEMENT" BETWEEN THE STATE OF ARIZONA AND THE CITY OF NOGALES, TO PROVIDE MAINTENANCE TO THOSE STATE HIGHWAY ROUTES WHICH ARE ENCOMPASSED WITHIN THE CITY'S SYSTEM OF STREETS AND WHICH FORM NECESSARY AND CONVENIENT LINKS IN THE STATE HIGHWAY SYSTEM, AND DECLARING AN EMERGENCY.

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WHEREAS, the CITY OF NOGALES, acting by and through its duly elected governing body, has pursuant to A.R.S. 9-672, resolved to enter into an agreement with the Arizona Department of Transportation; and

WHEREAS, it is to the mutual benefit of the City of Nogales and the Arizona Department of Transportation to enter into this agreement specifying their respective construction and maintenance responsibilities concerning certain State Highway routes which form necessary and convenient links in the State Highway System, which streets and highways are more particularly set forth and delineated upon the map attached; and

WHEREAS, the terms, conditions and provisions of this agreement are set forth in the attached agreement and shall remain in full force and effect for a period of five (5) years from the effective date unless terminated earlier by mutual consent of the parties hereto or unless this agreement violates any Arizona law rule or regulation, either now enacted or which may be enacted in the future; and

WHEREAS, all parties are hereby put on notice that this contract (agreement) is subject to cancellation by the Governor pursuant to A.R.S., Section 38-511.

WHEREAS, the immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety of the City of Nogales, an emergency is hereby declared to exist, and this Resolution shall be in full force and effect from and after its passage and approval by the Mayor and the Council of the City of Nogales and it is hereby exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

PASSED, by the Nogales, Arizona, City Council, this 20<sup>th</sup> day of NOVEMBER, 1981.

APPROVED by the Mayor this 20<sup>th</sup> day of NOVEMBER 1981.

  
MAYOR

ATTEST:

  
CITY CLERK

APPROVED AS TO FORM:

  
CITY ATTORNEY

EXHIBIT "B"



OFFICE OF THE  
Attorney General

1801 WEST JEFFERSON STREET  
FOURTH FLOOR  
PHOENIX, ARIZONA 85007

ROBERT K. CORBIN  
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 81-675, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 5th day of January, 1982.

ROBERT K. CORBIN  
Attorney General

*Alfred Morgan*  
Assistant Attorney General  
Transportation Division

RECEIVED  
JAN 17 1982  
DEPT. OF TRANSPORTATION  
HIGHWAY OPERATIONS

RECEIVED  
JAN 18 1982

DEPT. OF TRANSPORTATION  
HIGHWAY OPERATIONS